



## **Exhibit F Merchant Attestation for Cash Discount/ Dual Pricing and Surcharge**

**Whereas**, Merchant Industry, LLC ("Merchant Industry") and \_\_\_\_\_, having a location(s) at \_\_\_\_\_ ("Merchant") entered into a Merchant Processing Agreement dated \_\_\_\_\_ (the "Merchant Agreement").

**Whereas**, the Merchant provided certain representations and warranties in the Merchant Agreement related to Merchant's compliance with applicable law; and

**Whereas**, in connection with the entering into the Merchant Agreement, Merchant Industry provided Merchant with a copy of the Card Brand rules, laws and regulations laws surrounding Dual Pricing and Surcharging ("Card Brand Rules") by hardcopy and by an online link which Merchant was instructed to review and become familiar with;

**Whereas**, Merchant has read and understands the Card Brand Rules;

**Now Therefore**, Merchant can demonstrate compliant and best practices surrounding these programs offered by Merchant Industry, LLC by making the attestations set forth below:

Merchant hereby agrees, understands and acknowledges the following:

- 1.** Merchants may not have any signage posted at their location indicating there is a minimum on debit transactions.
- 2.** Merchant is to immediately remove all previous signage pertaining to merchant processing and fees.
- 3.** Merchant is to not charge any additional fees for debit card transactions including pre-paid cards, Ebt and gift cards.
- 4.** All employees at the Merchants' locations cannot verbally advise of any additional fees being added to transactions outside of the terminal and POS.
- 5.** Merchant acknowledges and agrees that they understand the Card Brand rules and the policies of Merchant Industry.

**6.** Merchants engaging in surcharge understand that there is a required notice to MasterCard and Merchant Industry of 30 days of Merchant's participation as follows:

**a.** Signage will need to be posted at the point of entry to the Merchant's location as well as posting it to where a consumer is making the payment.

**b.** Merchants in prohibited surcharging states may not engage in this program. Merchant is responsible for ensuring such compliance in its own jurisdiction.

**7.** In the event that Merchant's location is out of compliance and a NCA (Non Compliance Assessment) be found, the Merchant will be liable to pay any fines incurred and possible termination of the Merchant Agreement.

**8.** The statements made in this Attestation are ongoing and must be complied with at all times.

**9.** Nothing in this Attestation is intended to limit any provisions set forth in the Merchant Agreement all of which are in full force and effect.

**Merchant Name:** \_\_\_\_\_

**Signer Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_